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Attorneys for Pacific Seafood Defendants

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BRAND LITTLE and ROBIN BURNS,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

PACIFIC SEAFOOD PROCUREMENT, LLC;
PACIFIC SEAFOOD PROCESSING, LLC;
PACIFIC SEAFOOD FLEET, LLC; PACIFIC
SEAFOOD DISTRIBUTION,
LLC; PACIFIC SEAFOOD USA, LLC;
DULCICH, INC.; PACIFIC SEAFOOD –
EUREKA, LLC; PACIFIC SEAFOOD –
CHARLESTON, LLC; PACIFIC SEAFOOD –
WARRENTON, LLC; PACIFIC SEAFOOD –
NEWPORT, LLC; PACIFIC SEAFOOD –
BROOKINGS, LLC; PACIFIC SEAFOOD –

Case No. 3:23-cv-01098-AGT

**PACIFIC SEAFOOD DEFENDANTS’
ANSWER TO PLAINTIFFS’ SECOND
AMENDED CLASS ACTION
COMPLAINT**

Judge: Honorable Alex G. Tse

PACIFIC SEAFOOD DEFENDANTS’
ANSWER TO PLAINTIFFS’ SECOND
AMENDED CLASS ACTION COMPLAINT

1 WESTPORT, LLC; PACIFIC SURIMI –
2 NEWPORT LLC; BLUE RIVER SEAFOOD,
3 INC.;
4 SAFE COAST SEAFOODS, LLC; SAFE
5 COAST SEAFOODS WASHINGTON, LLC;
6 OCEAN GOLD SEAFOODS, INC.; NOR-
7 CAL SEAFOOD, INC.; KEVIN LEE;
8 AMERICAN SEAFOOD EXP, INC.;
9 CALIFORNIA SHELLFISH COMPANY,
10 INC.; ROBERT BUGATTO
11 ENTERPRISES, INC.; ALASKA ICE
12 SEAFOODS, INC.; LONG FISHERIES, INC.;
13 CAITO FISHERIES, INC.; CAITO
14 FISHERIES, LLC; SOUTHWIND FOODS,
15 LLC; FISHERMEN’S CATCH, INC.;
16 GLOBAL QUALITY FOODS, INC.;
17 GLOBAL QUALITY SEAFOOD LLC;
18 OCEAN KING FISH INC.; SOUTH BEND
19 PRODUCTS LLC; SWANES SEAFOOD
20 HOLDING COMPANY LLC;
21 BORNSTEIN SEAFOODS, INC.; ASTORIA
22 PACIFIC SEAFOODS, LLC; and DOES 30-
23 60,

24 Defendants.

Defendants Pacific Seafood Procurement, LLC, Pacific Seafood Distribution, LLC, Pacific Seafood Processing, LLC, Pacific Seafood Fleet, LLC (dissolved October 23, 2024), Pacific Seafood USA, LLC (dissolved October 23, 2024), Dulcich, Inc., Pacific Seafood – Eureka, LLC, Pacific Seafood – Charleston, LLC, Pacific Seafood – Warrenton, LLC, Pacific Seafood – Newport, LLC, Pacific Seafood – Brookings, LLC, Pacific Seafood – Westport, LLC, and Pacific Surimi – Newport, LLC, (collectively, “Pacific Seafood”) hereby answer Plaintiffs’ Second Amended Class Action Complaint, dated February 7, 2025 (Dkt. 255) (“Second Amended Complaint”). Any allegation not explicitly admitted is denied. By admitting that the Second Amended Complaint purports to characterize or quote particular documents, Pacific Seafood does not admit the truth of any assertion in the referenced document.

Moreover, headings, footnotes, screenshots or other images, charts, graphs, and figures contained within the Second Amended Complaint are not substantive allegations to which an answer is required. Any allegations contained therein do not comply with Federal Rule of Civil Procedure 10(b), providing that allegations be stated “in numbered paragraphs, each limited as far as practicable to a single set of circumstances.” To the extent headings are deemed to be substantive allegations to which an answer is required, Pacific Seafood denies the allegations. To the extent footnotes, screenshots or other images, charts, graphs, or figures in the Second Amended Complaint are deemed to be substantive allegations, then the response to the paragraph in which the footnote or figure is found is Pacific Seafood’s response to the footnote, chart, graph or figure as well.

Pacific Seafood by and for its Answer and Affirmative Defenses to Plaintiffs’ Second Amended Complaint states and alleges as follows:

INTRODUCTION

1. Pacific Seafood admits that: there currently are more than 1,000 independent commercial crabbers who are licensed to land Dungeness crab in California, coastal Washington, including Puget Sound, and Oregon; that Plaintiff Brand Little is a crabber; and that Plaintiff Robin Burns was married to a crabber, Kenny Burns. Pacific Seafood lacks knowledge or information

1 sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the
2 remaining allegations in this Paragraph on this basis. Unless expressly admitted, Pacific Seafood
3 denies the allegations in this Paragraph.

4 2. Pacific Seafood admits that the Dungeness crab fishery has become an important
5 fishery for Pacific Northwest commercial fishers. Pacific Seafood lacks knowledge or information
6 sufficient to admit or deny the remaining allegations in this Paragraph, and accordingly denies the
7 allegations in this Paragraph on this basis. Unless expressly admitted, Pacific Seafood denies the
8 allegations in this Paragraph.

9 3. Pacific Seafood admits that the “ex vessel price” means the price off the boat.
10 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

11 4. Pacific Seafood denies the allegations in this Paragraph.

12 5. Pacific Seafood denies the allegations in this Paragraph.

13 6. Pacific Seafood denies the allegations in this Paragraph.

14 7. Pacific Seafood denies the allegations in this Paragraph.

15 8. Pacific Seafood denies the allegations in this Paragraph and each of its
16 subparagraphs.

17 9. Pacific Seafood lacks knowledge or information sufficient to admit or deny
18 allegations regarding the basis for Plaintiffs’ assertions, and accordingly denies the allegations in
19 this Paragraph pertaining to Plaintiffs’ basis for the Second Amended Complaint. Pacific Seafood
20 denies the remaining allegations in this Paragraph.

21 10. The allegations in this Paragraph contain legal conclusions to which no response is
22 required. To the extent a response is required, Pacific Seafood denies the allegations in this
23 Paragraph.

24 11. Pacific Seafood denies the allegations in this Paragraph, and specifically denies that
25 Pacific Seafood engaged in any illegal conduct, that Plaintiffs have been injured, and that Plaintiffs
26 are entitled to any compensation or injunctive relief whatsoever.

27
28

PARTIES

I. Plaintiffs

12. Pacific Seafood admits that Plaintiff Little is an individual residing in Auburn, California, and a commercial fisherman who fishes in various California ports and sells seafood at farmers markets, and who prior to March 2019 sold Dungeness crab to Pacific Seafood. Pacific Seafood further admits Pacific Seafood acquired Pezzolo Seafood in 2022. Pacific Seafood lacks knowledge or information sufficient to admit or deny other allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed co-Conspirator #1" and "Unnamed co-Conspirator #2," and for other reasons, and accordingly denies those allegations on this basis. Pacific Seafood denies that Pacific Seafood engaged in any unlawful conduct and that Plaintiff Little "was made the subject of a group boycott by Pacific Seafood." Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

13. Pacific Seafood admits that Plaintiff Burns is an individual residing in Eureka, California whose late husband, Kenneth Burns was a fisherman who fished for Dungeness crab, in addition to other species. Pacific Seafood lacks knowledge or information sufficient to admit or deny other allegations in this Paragraph, and accordingly denies those allegations in this Paragraph on this basis. Pacific Seafood denies that Pacific Seafood engaged in any unlawful conduct. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

II. Defendants

A. Pacific Seafood Defendants

14. Pacific Seafood admits the allegations in this Paragraph.

15. Pacific Seafood admits the allegations in this Paragraph, except that Pacific Seafood avers that the correct name for entity alleged as "Pacific Seafood – Charleston" is: Pacific Seafood – Charleston, LLC.

16. Pacific Seafood denies the allegations in this Paragraph. Pacific Seafood avers that Pacific Seafood Fleet, LLC was dissolved on October 23, 2024.

17. Pacific Seafood admits the allegations in this Paragraph.

1 18. Pacific Seafood denies the allegations in this Paragraph. Pacific Seafood avers that
2 Pacific Seafood USA, LLC was dissolved on October 23, 2024.

3 19. Pacific Seafood admits the allegations in this Paragraph.

4 20. Pacific Seafood admits only that Pacific Seafood – Eureka, LLC is a California
5 limited liability company and that the sole member of Pacific Seafood – Eureka, LLC is Defendant
6 Pacific Seafood Processing, LLC. Unless expressly admitted, Pacific Seafood denies the
7 allegations in this Paragraph.

8 21. Pacific Seafood admits only the allegations in the first, second, and third sentences
9 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
10 Paragraph.

11 22. Pacific Seafood admits only the allegations in the first, second, and third sentences
12 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
13 Paragraph.

14 23. Pacific Seafood admits only the allegations in the first, second, and third sentences
15 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
16 Paragraph.

17 24. Pacific Seafood admits only the allegations in the first, second, and third sentences
18 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
19 Paragraph.

20 25. Pacific Seafood admits only the allegations in the first, second, and third sentences
21 of this Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this
22 Paragraph.

23 26. Pacific Seafood admits only the allegations in the second and third sentences of this
24 Paragraph. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

25 27. The allegations in this Paragraph contain legal conclusions to which no response is
26 required. To the extent a response is required, Pacific Seafood denies the allegations in this
27 Paragraph.

1 28. Pacific Seafood admits only that the Second Amended Complaint purports to
2 collectively refer to certain defendants as “Pacific Seafood.” Unless expressly admitted, Pacific
3 Seafood denies the allegations in this Paragraph.

4 29. The Paragraph purports to quote Pacific Seafood’s website. The contents of the
5 website and quotations from that website speak for themselves and do not require a response. To
6 the extent a response is required, Pacific Seafood admits that its website states that “Pacific Seafood
7 manages all parts of the supply chain from harvesting/fishing to processing, and distribution,” and
8 that Pacific Seafood employs “more than 3,000 team members across 40 facilities.” Unless
9 expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

10 30. Pacific Seafood admits only that it was started by Frank Dulcich Sr. and his son
11 Dominic, and that Frank Dulcich is the ultimate owner of Pacific Seafood. Unless expressly
12 admitted, Pacific Seafood denies the allegations in this Paragraph.

13 31. This Paragraph purports to refer to content published by the Portland Business
14 Journal, which speaks for itself and requires no response. To the extent a response is required,
15 Pacific Seafood denies the allegations in this Paragraph on this basis. Pacific Seafood denies any
16 remaining allegations in this Paragraph.

17 32. Pacific Seafood admits only that it previously acquired Keltic Seafood (now known
18 as Pac Seafood - Port Hardy, Ltd.) and that non-party Ocean Companies Holding Co., LLC owns
19 49% of Ocean Gold, Inc. Unless expressly admitted, Pacific Seafood denies the allegations in this
20 Paragraph.

21 33. This Paragraph does not require a response because it refers to content published by
22 the Portland Business Journal and content from Pacific Seafood’s website, all of which speaks for
23 itself and requires no response. To the extent a response is required, Pacific Seafood admits that
24 its website states that Pacific Seafood employs “more than 3,000 team members across 40
25 facilities.” Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

26 34. Pacific Seafood denies the allegations in this Paragraph.

27 35. Pacific Seafood denies the allegations in this Paragraph.

1 36. Pacific Seafood denies the allegations in this Paragraph.

2 37. This Paragraph purports to refer to litigation that is a matter of public record which
3 speaks for itself and to which no response is required. To the extent a response is required, Pacific
4 Seafood admits that the *Whaley* litigation was resolved by a settlement. Pacific Seafood further
5 responds that it lacks information sufficient to admit or deny allegations regarding the motive of
6 plaintiffs in commencing litigation against Pacific Seafood. Unless expressly admitted, Pacific
7 Seafood denies the allegations in this Paragraph.

8 38. Pacific Seafood denies the allegations in this Paragraph.

9 39. Pacific Seafood admits only that it employs Frank Dulcich, Dan Obradovich, Brett
10 Hester, John Moody, and Joe Cincotta. Rick Harris is no longer employed by Pacific Seafood.
11 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

12 **B. Safe Coast Defendants**

13 40. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 41. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 42. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 43. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 44. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 45. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph since Plaintiffs' counsel has refused to identify Confidential Buyer #1,
25 and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

26 46. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
27 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 47. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 48. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 49. Pacific Seafood denies the allegations in this Paragraph.

6 50. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 51. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 52. The allegations in this Paragraph contain legal conclusions to which no response is
11 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
12 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
13 in this Paragraph on this basis.

14 **C. Ocean Gold Defendant**

15 53. Pacific Seafood admits the allegations in this Paragraph.

16 54. This Paragraph purports to refer to a settlement in litigation that is a matter of public
17 record and to quote content from Ocean Gold's website. The public record and website speak for
18 themselves and do not require a response. To the extent a response is required, Pacific Seafood
19 admits that Ocean Gold's website states: "*Our markets are primarily international in eastern*
20 *Europe and Asia. Our marketing partner, Pacific Seafoods, manages the sales piece of our*
21 *business.*" Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

22 55. Pacific Seafood admits the allegations in this Paragraph.

23 56. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 57. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 58. The allegations in this Paragraph contain legal conclusions to which no response is
2 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
3 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
4 in this Paragraph on this basis.

5 **D. Nor-Cal Defendants**

6 59. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 60. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 61. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 62. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 63. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 64. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 65. Pacific Seafood denies that it recommended to Kevin Lee that he “sell Nor-Cal “to
19 evade liability from the instant lawsuit.” Pacific Seafood lacks knowledge or information sufficient
20 to admit or deny the remaining allegations in this Paragraph, and accordingly denies the remaining
21 allegations in this Paragraph on this basis.

22 66. The allegations in this Paragraph contain legal conclusions to which no response is
23 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
24 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
25 in this Paragraph on this basis.

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1 **E. ASE Defendant**

2 67. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 68. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 69. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 70. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 71. The allegations in this Paragraph contain for a legal conclusion, and accordingly no
11 response is required. To the extent a response is required, Pacific Seafood lacks knowledge or
12 information sufficient to admit or deny those allegations, and accordingly denies the allegations in
13 this Paragraph on this basis.

14 **F. Hallmark Defendants**

15 72. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 73. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 74. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 75. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 76. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 77. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

27 78. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
28 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 79. The allegations in this Paragraph contain legal conclusions to which no response is
 2 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
 3 sufficient to admit or deny those allegations, and accordingly denies the allegations in this
 4 Paragraph on this basis.

5 **G. Fathom Defendants**

6 80. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 7 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

8 81. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 9 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

10 82. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 11 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

12 83. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 84. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 85. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 86. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 87. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 21 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 88. The allegations in this Paragraph contain legal conclusions to which no response is
 23 required. To the extent a response is required, Pacific Seafood lacks knowledge or information
 24 sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations
 25 in this Paragraph on this basis.

H. Caito Defendants

89. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

90. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

91. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

92. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

93. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

94. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

95. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

96. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

I. Fisherman's Catch Defendant

97. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

98. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

99. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

100. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

101. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

J. Global Quality Defendants

102. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

103. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

104. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

105. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

106. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

107. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

108. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

K. Ocean King Defendant

109. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

110. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

111. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

112. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

113. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

L. Bornstein Defendants

114. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

115. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

116. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

117. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

118. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

119. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

120. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 **M. Doe Defendants**

2 121. The allegations in this Paragraph contain legal conclusions to which no response is
3 required. To the extent a response is required, Pacific Seafood denies the allegations in this
4 Paragraph.

5 **III. Agents and Co-Conspirators**

6 122. Pacific Seafood denies the allegations in this Paragraph on this basis.

7 123. Pacific Seafood denies the allegations in this Paragraph.

8 124. Pacific Seafood denies the allegations in this Paragraph.

9 125. Pacific Seafood denies the allegations in this Paragraph.

10 126. The allegations in this Paragraph contain legal conclusions to which no response is
11 required. To the extent a response is required, Pacific Seafood denies the allegations in this
12 Paragraph.

13 127. The allegations in this Paragraph contain legal conclusions to which no response is
14 required. To the extent a response is required, Pacific Seafood denies the allegations in this
15 Paragraph.

16 128. The allegations in this Paragraph contain legal conclusions to which no response is
17 required. To the extent a response is required, Pacific Seafood denies the allegations in this
18 Paragraph.

19 129. Pacific Seafood denies the allegations in this Paragraph.

20 130. Pacific Seafood denies the allegations in this Paragraph.

21 **JURISDICTION, VENUE, AND COMMERCE**

22 131. The allegations in this Paragraph contain legal conclusions to which no response is
23 required. To the extent a response is required, Pacific Seafood admits that the Court has subject
24 matter jurisdiction to the extent Plaintiffs have suffered an injury cognizable under Article III of
25 the United States Constitution.

26 132. The allegations in this Paragraph contain legal conclusions to which no response is
27 required. To the extent a response is required, Pacific Seafood denies the allegations in this
28 Paragraph, including that Plaintiffs suffered antitrust injury.

133. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood admits that venue in this District is appropriate. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

134. Pacific Seafood denies the allegations in this Paragraph, including that Pacific Seafood engaged in any anticompetitive conduct.

135. Pacific Seafood denies the allegations in this Paragraph, including that Pacific Seafood engaged in price-fixing or any unlawful activities.

INTRADISTRICT ASSIGNMENT

136. The allegations in this Paragraph contain legal conclusions to which no response is required. To the extent a response is required, Pacific Seafood admits that assignment of this case to the San Francisco Division of the United States District Court for the Northern District of California is proper. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

FACTUAL ALLEGATIONS

I. Pacific NW Area Ex Vessel Dungeness Crab Industry

137. Pacific Seafood admits that Dungeness crab is a species of shellfish found in the Pacific Ocean and fished for human consumption. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

138. Pacific Seafood admits that: Dungeness crab is enjoyed fresh by consumers along the West Coast, including during holidays, and that a portion of the catch is also exported live to Asian markets, particularly China, but also Korea, Vietnam and other countries. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

139. The first sentence of this Paragraph purports to refer to the requirements for obtaining a commercial Dungeness crab fishing permit, and no response is required because each state's permitting requirements for commercial Dungeness crab fishing speak for themselves. To the extent a response is required, Pacific Seafood admits that: commercial Dungeness crab fishing requires a permit, known in California as a "registration," which is tied to a specific vessel; the

1 Dungeness crab fishery is what is known as a “derby” fishery because there are no quotas and
 2 crabbers are permitted to catch as many Dungeness crabs as possible during the season. Unless
 3 expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

4 140. Pacific Seafood admits that unless delayed the season for commercial crab fishing
 5 in California’s District 10 could start on November 15. Unless expressly admitted, Pacific Seafood
 6 denies the allegations in this Paragraph.

7 141. Pacific Seafood denies the allegations in this Paragraph.

8 142. Pacific Seafood admits the allegations in this Paragraph.

9 143. Pacific Seafood admits that ex vessel buyers of Dungeness crab for resale are
 10 required to hold a receiver license issued by the state in which they make ex vessel purchases.
 11 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

12 144. Pacific Seafood admits that Pacific Seafood and other buyers resell Dungeness crab
 13 either live, fresh cooked, in sections, frozen, or canned. Unless expressly admitted, Pacific Seafood
 14 denies the allegations in this Paragraph.

15 145. Pacific Seafood admits that during the 2023/24 season more than 55,650,000 lbs. of
 16 Dungeness crab was purchased in the Pacific NW area by more 239 licensed fish buyers, for a total
 17 reported price of more than \$207 million. Unless expressly admitted, Pacific Seafood denies the
 18 allegations in this Paragraph.

19 146. Pacific Seafood denies the allegations in this Paragraph.

20 147. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 21 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-
 22 Conspirator #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
 23 this basis.

24 148. Pacific Seafood admits that Bornstein, Caito, Hallmark, Ocean Gold, Pacific
 25 Seafood, and Safe Coast are members of the West Coast Seafood Processors Association
 26 (“WCSPA”) and that WCSPA is a seafood industry trade association whose members operate in
 27
 28

1 Washington, Oregon and California. Unless expressly admitted, Pacific Seafood denies the
2 allegations in this Paragraph.

3 149. Pacific Seafood denies the allegations in this Paragraph.

4 150. Pacific Seafood denies the allegations in this Paragraph.

5 151. Pacific Seafood denies the allegations in this Paragraph.

6 **II. Defendants' Price-Fixing Cartel**

7 **A. Defendants' Cartel Arose Out of a Marked Increase in Dungeness Ex Vessel**
8 **Prices Being Paid to Crabbers in the Pacific NW Area that Started in 2006/2007**
9 **Season and Continued Through the 2014/15 Season**

10 152. Pacific Seafood denies the allegations in this Paragraph.

11 153. Pacific Seafood denies the allegations in this Paragraph.

12 154. Pacific Seafood denies the allegations in this Paragraph.

13 155. Pacific Seafood admits that Nor-Cal, Ocean King, and ASE purchase Dungeness
14 crab ex vessel. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

15 156. Pacific Seafood denies the allegations in this Paragraph.

16 157. Pacific Seafood denies the allegations in this Paragraph.

17 158. Pacific Seafood denies the allegations in this Paragraph.

18 159. Pacific Seafood denies the allegations in this Paragraph.

19 160. Pacific Seafood admits that there are crab buyers that lack processing operations or
20 a physical presence in some ports, and use independent hoists to offload the crab they purchase,
21 and transport the crab using refrigerated vans. Unless expressly admitted, Pacific Seafood denies
22 the allegations in this Paragraph.

23 161. Pacific Seafood admits only that independent hoist operators are often compensated
24 based on the weight of the crab being offloaded. Unless expressly admitted, Pacific Seafood denies
25 the allegations in this Paragraph.

26 162. Pacific Seafood admits that the ex vessel price received by a crabber for a load of
27 crab can soon be widely known among other fisherman who may then use that information to
28

1 negotiate with the same or different buyers to purchase their catches. Unless expressly admitted,
2 Pacific Seafood denies the allegations in this Paragraph.

3 163. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 164. Pacific Seafood denies the allegations in this Paragraph.

6 165. Pacific Seafood denies that it entered into any unlawful agreement with other ex
7 vessel buyers. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this
9 Paragraph on this basis.

10 166. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
11 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
12 Conspirators #1 and #2," and for other reasons, and accordingly denies the allegations in this
13 Paragraph on this basis.

14 167. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 168. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
18 Conspirators #1 and #2," and for other reasons, and accordingly denies the allegations in this
19 Paragraph on this basis.

20 169. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
22 Conspirators #1 and #2," and for other reasons, and accordingly denies the allegations in this
23 Paragraph on this basis.

24 170. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
25 allegations in this Paragraph, and accordingly denies those allegations on this basis.

26 171. Pacific Seafood denies the allegations in this Paragraph.

27 172. Pacific Seafood denies the allegations in this Paragraph.

B. Defendants Have Agreed to Allow Pacific Seafood to Set the Opening Price, which Has Resulted in Delayed Opening and a Lower Opening Price, which Is the Price at which a Large Portion of the Season's Catch Is Traditionally Sold and Which Sets the Baseline Price for the Remainder of the Season

173. Pacific Seafood denies the allegations in this Paragraph.

174. Pacific Seafood denies the allegations in this Paragraph.

175. Pacific Seafood denies the allegations in this Paragraph.

176. Pacific Seafood denies the allegations in this Paragraph.

177. Pacific Seafood denies the allegations in this Paragraph.

1. 2019/20 Pacific NW Area Dungeness Crab Season

178. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

179. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

180. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

181. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

182. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Bornstein described in this Paragraph was made, and accordingly denies the allegations in this Paragraph on this basis. Pacific Seafood denies the remaining allegations in this Paragraph.

183. Pacific Seafood denies the allegations in this Paragraph.

2. 2020/21 Pacific NW Area Dungeness Crab Season

184. Pacific Seafood denies the allegations in this Paragraph.

185. Pacific Seafood denies the allegations in this Paragraph.

186. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

187. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

188. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by Mr. Lay described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

189. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statements by Mr. Lay and Mr. Bornstein described in this Paragraph were made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

190. Pacific Seafood denies the allegations in this Paragraph.

191. Pacific Seafood denies the allegations in this Paragraph.

192. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3. 2021/22 Pacific NW Area Dungeness Crab Season

193. Pacific Seafood denies the allegations in this Paragraph.

194. Pacific Seafood denies the allegations in this Paragraph.

195. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement in a text message by “a crabber” described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

196. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

197. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether the alleged statement by “the crabber” described in this Paragraph was made and denies the allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this Paragraph.

1 **4. 2022/23 Pacific NW Area Dungeness Crab Season**

2 198. Pacific Seafood denies the allegations in this Paragraph.

3 199. Pacific Seafood denies the allegations in this Paragraph.

4 200. Pacific Seafood denies the allegations in this Paragraph.

5 201. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific
6 Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in
7 this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

8 202. Pacific Seafood denies the allegations in this Paragraph.

9 203. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific
10 Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in
11 this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

12 204. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

14 205. Pacific Seafood denies the allegations in this Paragraph.

15 206. The California Department of Fish and Wildlife's announcement reference in the
16 first sentence of this Paragraph speaks for itself and does not require a response. Pacific Seafood
17 admits that the California Department of Fish and Wildlife announced that the Dungeness crab
18 season for California ports would open on December 31, 2022. Pacific Seafood denies the
19 allegations in the final sentence in this Paragraph. Unless expressly admitted, Pacific Seafood
20 denies the allegations in this Paragraph.

21 207. Pacific Seafood denies the allegations in the first sentence in this Paragraph. Pacific
22 Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in
23 this Paragraph, and accordingly denies the remaining allegations in this Paragraph on this basis.

24 208. Pacific Seafood denies the allegations in this Paragraph.

25 209. Pacific Seafood denies the allegations in this Paragraph.

26 210. Pacific Seafood denies the allegations in this Paragraph.

27 211. Pacific Seafood denies the allegation of the existence of any cartel or price fixing
28 agreement. Pacific Seafood lacks knowledge or information sufficient to admit or deny the

1 remaining allegations in this Paragraph, and accordingly denies the remaining allegations in this
2 Paragraph on this basis.

3 212. Pacific Seafood denies the allegations in the second sentence in this Paragraph.
4 Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining
5 allegations in this Paragraph, and accordingly denies the remaining allegations in this Paragraph on
6 this basis.

7 213. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 214. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 215. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 216. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 217. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 218. Pacific Seafood denies the allegations in this Paragraph.

18 219. Pacific Seafood denies the allegations in this Paragraph.

19 220. Pacific Seafood denies the allegations in this Paragraph.

20 **5. 2023/24 Pacific NW Area Dungeness Crab Season**

21 221. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
23 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
24 this basis.

25 222. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether
26 the alleged statement by Mr. Boland described in this Paragraph was made, since Plaintiffs' counsel
27 refuses to identify "Confidential Buyer Informant #1," and for other reasons and denies the
28

1 allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this
2 Paragraph.

3 223. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether
4 the alleged statement by Mr. Boland described in this Paragraph was made since Plaintiffs' counsel
5 refuses to identify "Confidential Buyer Informant #1," and for other reasons. Pacific Seafood
6 denies the remaining allegations in this Paragraph.

7 224. Pacific Seafood lacks knowledge or information sufficient to admit or deny whether
8 the alleged statement by Mr. Caito described in this Paragraph was made since Plaintiffs' counsel
9 refuses to identify "Confidential Buyer Informant #1," and for other reasons and denies the
10 allegations in this Paragraph on that basis. Pacific Seafood denies the remaining allegations in this
11 Paragraph.

12 225. Pacific Seafood denies the allegations in this Paragraph.

13 226. Pacific Seafood admits only that Daniel Obradovich and John Moody attended the
14 "2023 Dungeness Crab Price Negotiations" organized by the Oregon Department of Agriculture.
15 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

16 227. Pacific Seafood admits only that Daniel Obradovich and John Moody attended the
17 "2023 Dungeness Crab Price Negotiations" organized by the Oregon Department of Agriculture.
18 Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

19 228. Pacific Seafood denies the allegations in this Paragraph.

20 229. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

22 C. **After the Opening, Defendants Closely Coordinate With One Another on Ex**
23 **Vessel Prices**

24 230. Pacific Seafood denies the allegations in this Paragraph.

25 231. Pacific Seafood denies the allegations in this Paragraph.

26 232. Pacific Seafood denies the allegations in this Paragraph.

1 233. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 234. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 235. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
6 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7 236. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 237. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 238. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 239. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-
15 Conspirators #1 and #2," and for other reasons, and accordingly denies the remaining in this
16 Paragraph on this basis.

17 240. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 241. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 242. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 243. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
25 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
26 this basis.

1 244. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 245. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

5 246. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
6 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

7 247. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 248. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 249. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 250. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

15 251. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

17 252. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 253. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 254. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

23 255. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
24 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

25 256. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
26 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

27 257. Pacific Seafood denies the allegations in this Paragraph.
28

1 258. Pacific Seafood denies the allegations in this Paragraph.

2 259. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 **D. Defendants Have Consolidated Their Control of the Pacific NW Area Ex**
5 **Vessel Dungeness Crab Market by Purchasing and in Many Cases Shutting**
6 **Down Erstwhile Competitors, Entering Into Exclusivity Arrangements with**
7 **Port Operators, and Limiting Non-Cartel Members' Access to Hoists**

8 **1. Pacific Seafood**

9 260. Pacific Seafood admits only that has acquired the stock or assets of other companies
10 over the last four decades. Unless expressly admitted, Pacific Seafood denies the allegations in this
11 Paragraph.

12 261. Pacific Seafood denies the allegations in this Paragraph.

13 262. Pacific Seafood admits only that in 1983, it acquired a processing plant located in
14 Warrenton, Oregon. Unless expressly admitted, Pacific Seafood denies the allegations in this
15 Paragraph.

16 263. Pacific Seafood admits only that in 1986, it acquired a processing plant located in
17 Eureka, California. Unless expressly admitted, Pacific Seafood denies the allegations in this
18 Paragraph.

19 264. Pacific Seafood admits only that in 1990, it acquired a processing plant located in
20 Charleston, Oregon. Unless expressly admitted, Pacific Seafood denies the allegations in this
21 Paragraph.

22 265. Pacific Seafood admits only that in 1993, it acquired Washington Crab Processor's
23 processing plant located in Westport, Washington. Unless expressly admitted, Pacific Seafood
24 denies the allegations in this Paragraph.

25 266. Pacific Seafood denies the allegations in this Paragraph.

26 267. Pacific Seafood admits only that it has acquired processing assets in the 2010s and
27 2020s. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

1 268. Pacific Seafood admits only that in the mid to late 2010s, non-party Ocean
2 Companies Holding Co., LLC acquired 49% of the stock of Ocean Gold. Unless expressly
3 admitted, Pacific Seafood denies the allegations in this Paragraph.

4 269. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 270. Pacific Seafood denies the allegations in this Paragraph.

7 271. Pacific Seafood denies the allegations in this Paragraph.

8 272. Pacific Seafood denies the allegations in this Paragraph.

9 273. Pacific Seafood denies the allegations in this Paragraph.

10 **2. Ilwaco Landing Fishermen**

11 274. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 275. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in the first, third, and fourth sentences in this Paragraph and denies the allegations the
15 first, third, and fourth sentences in this Paragraph on that basis. Pacific Seafood denies the
16 remaining allegations in this Paragraph.

17 276. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
18 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

19 277. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

21 **3. Trinidad**

22 278. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

24 279. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
25 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
26 Informant #1, and for other reasons, and accordingly denies the allegations in this Paragraph on
27 this basis.

280. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

281. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4. Eureka

282. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

283. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in second sentence of this Paragraph, and accordingly denies the allegations in second sentence of this Paragraph on this basis.

284. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

285. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

286. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

E. To Eliminate Price Pressure Formerly Created by Out of Port Buyers, Defendants Have Agreed to Buy and Sell “Out the Back Door”

287. Pacific Seafood denies the allegations in this Paragraph.

288. Pacific Seafood denies the allegations in this Paragraph.

1. South Bend

289. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

290. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 **2. Caito**

2 291. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
3 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

4 292. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
5 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

6 293. Pacific Seafood denies the allegations in this Paragraph regarding any purported
7 “agreement.” Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 remaining allegations in the first sentence of this Paragraph, since Plaintiffs’ counsel refuses to
9 identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the
10 allegations on this basis. Pacific Seafood denies the remaining allegations in this Paragraph.

11 **3. San Francisco**

12 294. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
13 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-conspirator
14 #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

15 295. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Unnamed Co-conspirator
17 #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

18 **4. Crescent City**

19 296. Pacific Seafood denies the allegations in this Paragraph.

20 297. Pacific Seafood admits only that it has the right to use two hoists located in Crescent
21 City, California. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
22 remaining allegations set forth in this Paragraph, and accordingly denies the allegations in this
23 Paragraph on this basis.

24 298. Pacific Seafood denies the allegations in the second sentence of this Paragraph.
25 Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining
26 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
27 Informant #1,” and for other reasons, and accordingly denies the remaining allegations in this
28 Paragraph on this basis.

299. Pacific Seafood denies the allegations in this Paragraph.

F. Defendants Aggressively Coerce Compliance by Each Other by and by Other Buyers with the Agreed Upon Pricing

1. During the 2022/23 and 2023/24 Seasons, a New Buyer Sought to Capture Market Share by Offering Higher Prices; Defendants Sought to Bring Him into the Cartel and When This Failed Inflicted Repeated Punishments

300. Pacific Seafood denies the allegations in this Paragraph.

301. Pacific Seafood denies the allegations in this Paragraph.

a. January 2023: Nor-Cal's Kevin Lee and Pacific Seafood's Frank Dulcich Solicited Confidential Buyer Informant #1 to Participate in Cartel, Then Punished him When He Refused

302. Pacific Seafood denies the allegations in this Paragraph.

303. Pacific Seafood denies the allegations in the first sentence of this Paragraph. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

304. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

305. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

306. Pacific Seafood denies the allegation in the Paragraph of the purported existence of any cartel. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

b. In Early 2023, Safe Coast's Max Boland Tried to Get Confidential Buyer Informant to Toe the Cartel's Line on Ex Vessel Prices Set by Pacific Seafood

307. Pacific Seafood denies the allegations in this Paragraph.

308. Pacific Seafood denies the allegations in this Paragraph.

c. February/March 2023: In Response to Confidential Buyer Informant #1's Publicized Offer of a Higher Ex Vessel Price, Multiple Cartel Members Told Confidential Buyer Informant #1 to Lower His Ex Vessel Price

309. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

310. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

311. Pacific Seafood denies the allegations in this Paragraph.

d. April/May 2023: More Cartel Members Tell Confidential Buyer Informant to Lower His Ex Vessel Price

312. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Fish Buyer #1," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

313. Pacific Seafood denies the allegations in this Paragraph.

e. July/August 2023: Pacific Seafood Interfere in Confidential Informant's Effort to Establish a Buyer Operation in Eureka

314. Pacific Seafood denies the allegations in this Paragraph.

315. Pacific Seafood denies the allegations in this Paragraph.

316. Pacific Seafood denies the allegations in this Paragraph.

317. Pacific Seafood denies the allegations in this Paragraph.

f. **August 2023: Bornstein’s Andrew Bornstein and Mike Shirley Offer Confidential Buyer Informant Significant Benefits if He Joins the Cartel in the up Coming Season**

318. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

319. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

320. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

g. **Early/Mid-December 2023: Pacific Seafood’s Brett Hester Threatened Confidential Buyer Informant #1 After He Did Not Comply With Pacific Seafood’s Opening Price Instruction**

321. Pacific Seafood denies the allegations in this Paragraph.

322. Pacific Seafood denies the allegations in this Paragraph.

323. Pacific Seafood denies the allegations in this Paragraph.

h. **Late December 2023: Nor-Cal’s Kevin Lee Again Sought to Bring Confidential Buyer Informant #1 into the Cartel**

324. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

325. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer

Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

326. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

327. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

i. **December 2023/January 2024: Pacific Seafood Instructs Other Defendants Not to Do Business With Confidential Buyer Informant #1**

328. Pacific Seafood denies the allegations in this Paragraph.

329. Pacific Seafood denies the allegations in this Paragraph.

330. Pacific Seafood denies the allegation of calls made by Pacific Seafood. Pacific Seafood lacks knowledge or information sufficient to admit or deny the remaining allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the remaining allegations in this Paragraph on this basis.

j. **Early-January 2024: Confidential Buyer Informant #1 Is Threatened by Cartel Members for Raising Ex Vessel Prices and Has Business Deals Interfered With as Punishment**

331. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

332. Pacific Seafood denies the allegations in this Paragraph.

333. Pacific Seafood denies the allegations in this Paragraph.

1 334. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 2 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
 3 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
 4 this basis.

5 335. Pacific Seafood denies the allegations in this Paragraph.

6 336. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 7 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
 8 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
 9 this basis.

10 k. **January 2024: Defendants Take a Series of Actions in**
 11 **Charleston, OR to Punish Buyer Informant #1 and Drive Him**
Out of Port

12 337. Pacific Seafood denies the allegations in this Paragraph.

13 338. Pacific Seafood denies the allegations in this Paragraph.

14 339. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 15 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

16 340. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 17 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
 18 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
 19 this basis.

20 341. Pacific Seafood denies the allegations in this Paragraph.

21 342. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 22 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
 23 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
 24 this basis.

25 343. Pacific Seafood denies the allegations in this Paragraph.

26 344. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
 27 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
 28

1 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
2 this basis.

3 345. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
5 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
6 this basis.

7 346. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
9 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
10 this basis.

11 347. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
13 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
14 this basis.

15 348. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
17 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
18 this basis.

19 349. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
20 allegations in this Paragraph, since Plaintiffs’ counsel refuses to identify “Confidential Buyer
21 Informant #1,” and for other reasons, and accordingly denies the allegations in this Paragraph on
22 this basis.

23 350. Pacific Seafood denies the allegations in this Paragraph.

24 1. **Mid/Late-January 2024: Representatives of Defendants and Other Co-**
25 **Conspirators Met at San Francisco’s Pier 45 and Devised a Plan to Run**
Confidential Buyer Informant #1 Out of Business

26 351. Pacific Seafood denies the allegations in this Paragraph.

27 352. Pacific Seafood denies the allegations in this Paragraph.

1 353. Pacific Seafood denies the allegations in this Paragraph.

2 354. Pacific Seafood denies the allegations in this Paragraph.

3 355. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
5 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
6 this basis.

7 356. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
9 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
10 this basis.

11 357. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
13 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
14 this basis.

15 358. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
16 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
17 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
18 this basis.

19 359. Pacific Seafood denies the allegations in this Paragraph.

20 360. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
21 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
22 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
23 this basis.

24 **2. Other Buyers Have Also Been Threatened by Defendants About**
25 **Breaking Ranks on Price and Have Been Punished for Doing So**

26 **a. Early-January 2023: Nor-Cal and Unnamed Co-conspirator #1**
27 **Dropped the Ex Vessel Prices They Were Offering After Being**
28 **Warned By Defendants to Toe the Line**

361. Pacific Seafood denies the allegations in this Paragraph.

362. Pacific Seafood denies the allegations in this Paragraph.

b. Mid-January 2023: Pacific Seafood Flooded the Sell-Side Markets of Non-Compliant Buyers with Cheap Crabs

363. Pacific Seafood denies the allegations in this Paragraph.

364. Pacific Seafood denies the allegations in this Paragraph.

365. Pacific Seafood denies the allegations in this Paragraph.

c. Late-December 2023: Pacific Seafood Sent Buyers, Including Non-Cartel Members, a Warning About Paying Over the Ex Vessel Price Set By It

366. Pacific Seafood denies the allegations in this Paragraph.

367. Pacific Seafood denies the allegations in this Paragraph

d. Pacific Seafood Uses Its Dominance in Other Areas of Seafood to Enforce Compliance with the Cartel's Dungeness Crab Pricing Dictates

368. Pacific Seafood denies the allegations in this Paragraph.

369. Pacific Seafood admits that some Dungeness crab buyers also sell different species of fish to their customers. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

3. As a Result, When Defendants and Other Buyers Pay Ex Vessel Prices Above the "Fixed Price" They Seek to Hide that Fact, Which Doesn't Make Economic Sense Absent a Price-Fixing Agreement

370. Pacific Seafood denies the allegations in this Paragraph.

371. Pacific Seafood denies the allegations in this Paragraph.

372. Pacific Seafood denies the allegations in this Paragraph.

373. Pacific Seafood denies the allegations in this Paragraph.

374. Pacific Seafood denies the allegations in this Paragraph.

375. Pacific Seafood denies the allegations in this Paragraph.

376. Pacific Seafood denies the allegations in this Paragraph.

377. Pacific Seafood denies the allegations in this Paragraph.

378. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 379. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 380. The California Department of Fish and Wildlife's landing records speak for
4 themselves and do not require a response. To the extent a response is required, Pacific Seafood
5 lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and
6 accordingly denies the allegations in this Paragraph on this basis.

7 381. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 382. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

11 383. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
12 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

13 384. Pacific Seafood denies the allegations in this Paragraph.

14 385. Pacific Seafood denies the allegations in this Paragraph.

15 386. Pacific Seafood denies the allegations in this Paragraph.

16 387. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
17 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

18 388. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

20 389. Pacific Seafood denies the allegations in this Paragraph.

21 390. Pacific Seafood denies the allegations in this Paragraph.

22 391. Pacific Seafood denies the allegations in this Paragraph.

23 392. Pacific Seafood denies the allegations in this Paragraph.

24 393. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
25 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-conspirator
26 #2," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

394. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

395. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Unnamed Co-conspirator #2," and for other reasons, and accordingly denies the allegations in this Paragraph on this basis.

G. In Order to Defend Their Cartel Pricing, Defendants Threaten and Punish Crabbers who Sell Crab Ex Vessel for Prices Higher than the Cartel Price

396. Pacific Seafood denies the allegations in this Paragraph.

397. Pacific Seafood denies the allegations in this Paragraph.

398. Pacific Seafood denies the allegations in this Paragraph.

399. Pacific Seafood denies the allegations in this Paragraph.

1. Pacific Seafood

400. Pacific Seafood admits that the season for Dungeness crab season and other fishery seasons are only open certain months of the year. Unless expressly admitted, Pacific Seafood denies the allegations in this Paragraph.

401. Pacific Seafood denies the allegations in this Paragraph.

402. Pacific Seafood denies the allegations in this Paragraph.

403. Pacific Seafood denies the allegations in this Paragraph.

404. Pacific Seafood denies the allegations in this Paragraph.

2. Hallmark

405. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

406. Pacific Seafood denies the allegations in this Paragraph.

407. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

408. Pacific Seafood lacks knowledge or information sufficient to admit or deny the allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

1 409. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
2 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

3 410. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
4 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
5 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
6 this basis.

7 411. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
8 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis.

9 412. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
10 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
11 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
12 this basis.

13 413. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
14 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
15 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
16 this basis.

17 **3. Ocean Gold**

18 414. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
20 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
21 this basis.

22 415. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
23 allegations in this Paragraph, since Plaintiffs' counsel refuses to identify "Confidential Buyer
24 Informant #1," and for other reasons, and accordingly denies the allegations in this Paragraph on
25 this basis.
26
27
28

1 **III. Buyers Who Are Not Part of the Cartel, Nonetheless, Generally Obey Its Pricing**
 2 **Dictates in Order to Avoid Retaliatory Actions by Defendants**

3 416. Pacific Seafood denies the allegations in this Paragraph.

4 417. Pacific Seafood denies the allegations in this Paragraph.

5 418. Pacific Seafood denies the allegations in this Paragraph.

6 419. Pacific Seafood denies the allegations in this Paragraph.

7 **ANTITRUST INJURY**

8 420. Pacific Seafood denies the allegations in this Paragraph and each of its
 9 subparagraphs.

10 421. Pacific Seafood denies the allegations in this Paragraph.

11 422. Pacific Seafood denies the allegations in this Paragraph.

12 423. Pacific Seafood denies the allegations in this Paragraph.

13 424. Pacific Seafood denies the allegations in this Paragraph.

14 **CLASS ACTION ALLEGATIONS**

15 425. The allegations in this Paragraph contain legal conclusions to which no response is
 16 required. To the extent a response is required, Pacific Seafood denies the allegations in this
 17 Paragraph, and denies that a class should be certified in this case.

18 426. The allegations in this Paragraph contain legal conclusions to which no response is
 19 required. To the extent a response is required, Pacific Seafood denies the allegations in this
 20 Paragraph, and denies that a class should be certified in this case.

21 427. Pacific Seafood admits that the Second Amended Complaint purports to exclude
 22 from the alleged putative classes they propose: Defendants, their parent companies, subsidiaries
 23 and affiliates, officers, executives, and employees; Defendants' attorneys in this case; federal
 24 government entities and instrumentalities; states or their subdivisions; and all judges and jurors
 25 assigned to this case, and denies that a class should be certified in this case.

26 428. The allegations in this Paragraph contain legal conclusions to which no response is
 27 required. To the extent a response is required, Pacific Seafood denies the allegations in this
 28 Paragraph, and denies that a class should be certified in this case.

1 429. Pacific Seafood denies the allegations in this Paragraph, and denies that a class
2 should be certified in this case.

3 430. The allegations in this Paragraph contain legal conclusions to which no response is
4 required. To the extent a response is required, Pacific Seafood denies the allegations in this
5 Paragraph, and denies that a class should be certified in this case.

6 431. The allegations in this Paragraph contain legal conclusions to which no response is
7 required. To the extent a response is required, Pacific Seafood denies the allegations in this
8 Paragraph and each of its subparagraphs, and denies that a class should be certified in this case.

9 432. The allegations in this Paragraph contain legal conclusions to which no response is
10 required. To the extent a response is required, Pacific Seafood denies the allegations in this
11 Paragraph and each of its subparagraphs, and denies that a class should be certified in this case.

12 433. The allegations in this Paragraph contain legal conclusions to which no response is
13 required. To the extent a response is required, Pacific Seafood denies the allegations in this
14 Paragraph, and denies that a class should be certified in this case.

15 434. The allegations in this Paragraph contain legal conclusions to which no response is
16 required. To the extent a response is required, Pacific Seafood denies the allegations in this
17 Paragraph, and denies that a class should be certified in this case.

18 435. Pacific Seafood lacks knowledge or information sufficient to admit or deny the
19 allegations in this Paragraph, and accordingly denies the allegations in this Paragraph on this basis,
20 and denies that a class should be certified in this case.

21 **DELAYED DISCOVERY/FRAUDULENT CONCEALMENT**

22 436. Pacific Seafood denies the allegations in this Paragraph.

23 437. Pacific Seafood denies the allegations in this Paragraph.

24 438. Pacific Seafood denies the allegations in this Paragraph.

25 439. Pacific Seafood denies the allegations in this Paragraph.

26 440. Pacific Seafood denies the allegations in this Paragraph.

27 441. Pacific Seafood denies the allegations in this Paragraph.

1 442. Pacific Seafood denies the allegations in this Paragraph.

2 **CLAIMS FOR RELIEF**

3 **FIRST CAUSE OF ACTION**

4 **Unlawful Agreements in Restraint of Trade in Violation of Section 1 of the Sherman Act,**
5 **15 U.S.C. § 1**

6 **(Against All Defendants on Behalf of Plaintiffs and the Sherman Act Class)**

7 443. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

8 444. Pacific Seafood denies the allegations in this Paragraph.

9 445. Pacific Seafood denies the allegations in this Paragraph.

10 446. Pacific Seafood denies the allegations in this Paragraph.

11 447. Pacific Seafood denies the allegations in this Paragraph.

12 448. Pacific Seafood denies the allegations in this Paragraph and each of its
13 subparagraphs.

14 449. Pacific Seafood denies the allegations in this Paragraph.

15 450. Pacific Seafood denies the allegations in this Paragraph.

16 451. Pacific Seafood denies the allegations in this Paragraph.

17 452. Pacific Seafood denies the allegations in this Paragraph.

18 **SECOND CAUSE OF ACTION**

19 **Combination in Restraint of Trade in Violation of the California Cartwright Act, Cal. Bus.**
20 **and Prof. Code Sections 16720, et seq.**

21 **(Against All Defendants on Behalf of Plaintiffs and the California Class)**

22 453. Pacific Seafood incorporates its response to each Paragraph above as if fully herein.

23 454. Pacific Seafood denies the allegations in this Paragraph.

24 455. Pacific Seafood denies the allegations in this Paragraph.

25 456. Pacific Seafood denies the allegations in this Paragraph.

26 457. Pacific Seafood denies the allegations in this Paragraph.

27 458. Pacific Seafood denies the allegations in this Paragraph.

THIRD CAUSE OF ACTION

Violation of the California Unfair Competition Law, Cal. Bus and Prof. Code § 17200, et seq.

(Against All Defendants on Behalf of Plaintiff Little and the California Class)

459. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

460. Pacific Seafood denies the allegations in this Paragraph.

461. Pacific Seafood denies the allegations in this Paragraph and each of its subparagraphs.

462. Pacific Seafood denies the allegations in this Paragraph.

463. Pacific Seafood denies the allegations in this Paragraph.

464. Pacific Seafood denies the allegations in this Paragraph.

FOURTH CAUSE OF ACTION

For Declaratory Relief Under 28 U.S.C. § 2201

(Against All Defendants on Behalf of Plaintiff and All Classes)

465. Pacific Seafood incorporates its responses to each Paragraph above as if fully herein.

466. Pacific Seafood denies the allegations in this Paragraph.

PRAYER FOR RELIEF

DEMAND FOR JURY TRIAL

Pacific Seafood denies that Plaintiffs are entitled to certification of any class, declaratory judgment, damages of any kind, injunctive relief of any kind, or any of the other relief they purport to seek and accordingly, Pacific Seafood denies each and every factual allegation contained in Plaintiffs' Prayer for Relief. Pacific Seafood admits that Plaintiffs request "trial by jury for all matters so triable."

SEPARATE AND ADDITIONAL DEFENSES

Without admitting the existence of any contract, combination, or conspiracy in restraint of trade, and expressly denying same, by way of avoidance, and as a precautionary matter, and without assuming any burden of proof that it would not otherwise bear, Pacific Seafood also asserts the following separate and additional defenses:

PACIFIC SEAFOOD DEFENDANTS'
ANSWER TO PLAINTIFFS' SECOND
AMENDED CLASS ACTION COMPLAINT

FIRST DEFENSE**(Lack of Standing)**

Plaintiffs lack standing to assert their claims. Among other things, Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct alleged in the Second Amended Complaint because, among other things, Plaintiffs did not sell Dungeness crab ex vessel to Pacific Seafood within the limitations period. Claims of putative class members also fail for lack of standing. Pacific Seafood reserves the right to challenge the standing of each putative class member.

SECOND DEFENSE**(Lack of Antitrust Injury)**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs suffered no antitrust injury (i.e., a type of injury that the antitrust laws were intended to remedy). Among other things, Plaintiffs have not sustained any injury, cognizable damage, or other harm as a result of conduct alleged in the Second Amended Complaint, or any alleged harm is too remote, because, among other things, Plaintiffs did not sell Dungeness crab ex vessel to Pacific Seafood within the limitations period, or to any ex vessel purchasers participating in the alleged conspiracy. In addition, Plaintiff Burns has never sold Dungeness crab ex vessel and does not have the legal right to assert claims that may have belonged to her deceased husband. Claims of putative class members also fail for lack of standing. Pacific Seafood reserves the right to challenge the antitrust standing of each putative class member.

THIRD DEFENSE**(Failure to State a Claim)**

Plaintiffs fail to state a claim upon which relief can be granted. Plaintiffs have not plausibly alleged that Pacific Seafood engaged in any unlawful conduct, and the evidence will

1 show that Pacific Seafood did not enter into any alleged unlawful combination, contract, or
2 conspiracy, as Plaintiffs allege.

3 4 **FOURTH DEFENSE**

5 **(State Action Doctrine)**

6 Plaintiffs' and putative class members' claims are barred, in whole or in part, by immunity
7 granted directly by state law or by the state action doctrine, *see Parker v. Brown*, 317 U.S. 341
8 (1943). Plaintiffs allege that Pacific Seafood can be liable for antitrust violations because of its
9 participation in meetings that were actively supervised by state agencies pursuant to a clearly
10 articulated and affirmatively expressed state legislative policy to displace competition and allow
11 fishermen and buyers to bargain and negotiate prices collectively, even though such conduct is
12 immunized by state and federal law.

13 14 **FIFTH DEFENSE**

15 **(First Amendment and *Noerr-Pennington* Doctrine)**

16 The claims of the Plaintiffs and putative class members are barred, in whole or in part,
17 insofar as they challenge the exercise of rights protected by the First Amendment of the United
18 States Constitution and by the *Noerr-Pennington* doctrine. Plaintiffs allege that Pacific Seafood
19 can be liable for antitrust violations because of its and/or other Defendants' participation in
20 meetings, including meetings with other buyers or government officials, which as alleged
21 concerned petitioning or lobbying activities that are immunized by state and federal law.

22 23 **SIXTH DEFENSE**

24 **(Justified and/or Pro-Competitive Conduct)**

25 Plaintiffs and putative class members' claims are barred, in whole or in part, because all of
26 Pacific Seafood's conduct challenged by Plaintiffs was lawful, fair, non-deceptive, expressly
27 authorized by law, justified, and pro-competitive; it constituted a bona fide business practice
28

consistent with industry practices and was carried out in furtherance of legitimate business interests; and it was a part of Pacific Seafood's lawful business operations. For example, Pacific Seafood has innovated, improved market efficiencies, and increased overall demand and output for Dungeness crab by developing new markets for the sale and resale of fresh, fresh frozen, frozen Dungeness crab, and expanding other existing markets.

SEVENTH DEFENSE

(Statute(s) of Limitations)

Plaintiffs' and putative class members' claims are barred, in whole or in part, by the applicable statute of limitations. Plaintiffs seek to recover damages from January 1, 2016 to the present. However, Plaintiffs' claims are subject to a four-year statute of limitations, and those claims accrued at the time Plaintiffs were paid an ex vessel price that they claim was artificially suppressed as the result of an alleged conspiracy. Accordingly, Plaintiffs' claims based on ex vessel sales that occurred prior to March 13, 2019—four years before the original Complaint was filed—are time-barred.

EIGHTH DEFENSE

(Failure to Allege Fraud or Fraudulent Conspiracy with Particularity)

Plaintiffs' and putative class members' claims are barred, in whole or in part, because Plaintiffs have failed to allege fraud or fraudulent concealment with sufficient particularity. Plaintiffs attempt to avoid dismissal of their untimely claims by including "fraudulent concealment" allegations. Fraudulent concealment is subject to the heightened pleading requirements of Rule 9(b) of the Federal Rules of Civil Procedure. Plaintiffs have not plead with particularity, and cannot prove with evidence, that Pacific Seafood affirmatively misled Plaintiffs, and that Plaintiffs had neither actual nor constructive knowledge of the facts giving rise to their alleged claims despite exercising diligence to try to uncover those facts.

NINTH DEFENSE

(Laches/Waiver/Estoppel)

Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrines of laches, waiver, and/or estoppel. Plaintiffs delayed filing this lawsuit for an unreasonable and inexcusable length of time from the time Plaintiffs knew or reasonably should have known of their claims against Pacific Seafood. Plaintiffs failed to exercise diligence to discover their alleged claims, or Plaintiffs had either actual or constructive knowledge of the facts they contend give rise to their alleged claims but failed to assert those claims within a reasonable time. Plaintiffs were aware of the claims they allege and intended to relinquish them. Pacific Seafood has suffered prejudice in its ability to defend this case due to Plaintiffs' failure to assert their alleged claims within a reasonable time. Plaintiffs are now estopped from asserting their claims now because of such delay and waiver.

TENTH DEFENSE

(Unclean Hands)

Plaintiffs' and putative class members' claims are barred, in whole or in part, by the doctrine of unclean hands, to the extent that Plaintiffs and putative class members have engaged in fraud or willful misconduct related to the subject matter of their claims or were significantly involved in illegal conduct, including illegal collective price-bargaining, price-fixing or other violations of the antitrust or unfair competition laws.

ELEVENTH DEFENSE

(Lack of Damages/Mitigation)

Antitrust plaintiffs have a duty to mitigate their damages. Plaintiffs and putative class members have no damages or have failed to mitigate damages, if any. Plaintiffs' and putative class members' alleged damages, if any, were not caused by Pacific Seafood.

1 **TWELFTH DEFENSE**

2 **(Independent, Unforeseeable, Superseding, and/or Intervening Cause(s))**

3 Plaintiffs' and putative class members' claims are barred, in whole or in part, because the
 4 injuries, damages, and losses alleged in the Second Amended Complaint, none being admitted,
 5 may have resulted, at least in part, from independent, unforeseeable, superseding, and/or
 6 intervening causes including, but not limited to, independent market forces and actions by or
 7 decision made by other individuals or entities not party to this lawsuit.

8
 9 **THIRTEENTH DEFENSE**

10 **(Failure to State a Claim for Certification of a Class)**

11 Plaintiffs' class action allegations are vague, overbroad, and otherwise fail to state a claim
 12 for class treatment pursuant to Rule 23 of the Federal Rules of Civil Procedure. Among other
 13 things, Plaintiffs will be unable to show that common issues predominate over individual ones or
 14 that class treatment will be a superior method for resolution of this case as required to certify a
 15 class under Rule 23(b)(3).

16
 17 **FOURTEENTH DEFENSE**

18 **(Constitutional Right to Separate Trials)**

19 The class action claims are barred, in whole or in part, to the extent that certification of
 20 this action as a class action would violate Pacific Seafood's constitutional right to separate trials
 21 and/or to assert separate defenses for each claim by each putative class member.

22
 23 **FIFTEENTH DEFENSE**

24 **(Due Process)**

25 The class action claims are barred, in whole or in part, to the extent that they seek to
 26 deprive Pacific Seafood of procedural and substantive safeguards, including, but not limited to,
 27 traditional defenses to liability, or duplicative recovery of alleged overcharges, in violation of the
 28

1 due process clause of the United States Constitution and analogous provisions of the California
2 Constitution. This includes that, to the extent Plaintiffs and the proposed class seek relief on
3 behalf of purported class members who have not suffered any injury or damages, the Second
4 Amended Complaint and each of its claims for relief therein violate Pacific Seafood's rights to
5 due process under the United States Constitution.

6 7 **SIXTEENTH DEFENSE**

8 **(Acquiescence)**

9 Plaintiffs' and putative class members' claims are barred, in whole or in part, by the
10 Plaintiffs' knowing acquiescence to the restraints of trade alleged in the Second Amended
11 Complaint. Plaintiffs' claims are based on the allegation that Pacific Seafood delayed in offering
12 a season opening price. Among other things, Plaintiffs and putative class members acquiesced in
13 that alleged conduct, and their claims are barred, because Plaintiffs chose to remain in port, rather
14 than exercise the option to fish on open ticket.

15 16 **SEVENTEENTH DEFENSE**

17 **(Duplicative Recovery)**

18 Plaintiffs' and class members' claims are barred in whole or in part to the extent that they
19 seek or would recover double or duplicative recovery, for instance, by attempting to recover from
20 Pacific Seafood any portion of their damages already paid by settling Defendants or other alleged
21 co-conspirators, who have settled, or do settle, Plaintiffs' claims in this action.

22 23 **EIGHTEENTH DEFENSE**

24 **(Setoff)**

25 Plaintiffs' and putative class members' claims are barred, in whole or in part, by Pacific
26 Seafood's right to set off any amounts paid by any Defendants or other alleged co-conspirators,
27 who have settled, or do settle, Plaintiffs' claims in this action.

RESERVATIONS

Pacific Seafood adopts and incorporates by reference any and all other defenses asserted by any other Defendant to the extent that the defense would apply to Pacific Seafood. Pacific Seafood further reserves the right to amend this Answer for the purpose of asserting any such additional affirmative defenses. Pacific Seafood further reserves the right to assert other defenses as this action proceeds up to and including the time of trial.

PACIFIC SEAFOOD'S PRAYER FOR RELIEF

WHEREFORE, Pacific Seafood prays for relief as follows:

1. That the Court award Pacific Seafood judgment in its favor on all of Plaintiffs' claims and dismiss this action with prejudice.
2. That the Court award Pacific Seafood all other and further relief deemed just and reasonable.

Pacific Seafood hereby demands a trial by jury of all aspects of the case so triable.

DATED: February 21, 2025

STOEL RIVES LLP

/s/ Charles H. Samel

CHARLES H. SAMEL, Bar No. 182019
charles.samel@stoel.com

Attorneys for Pacific Seafood Defendants